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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Butterball, LLC		10/29/2008	LIMITED LIABILITY COMPANY: NORTH CAROLINA	

RECEIVING PARTY DATA

Name:	Sigma Alimentos, S.A. de C.V.		
Street Address:	Ave. Gomez Morin Sur No. 1111		
Internal Address:	Col. Carrizalejo		
City:	San Pedro Garza Garcia		
State/Country:	MEXICO		
Entity Type:	CORPORATION: MEXICO		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1514742	LONGMONT
Registration Number:	1514743	L LONGMONT

CORRESPONDENCE DATA

Fax Number: (713)221-2185

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713221377

Email: albert.kimball@bgllp.com
Correspondent Name: Albert B. Kimball, Jr.
Address Line 1: 711 Louisiana St.

Address Line 2: Suite 2300

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER: 076287.009001

DOMESTIC REPRESENTATIVE

TRADEMARK REEL: 003897 FRAME: 0946

900122023

Address Line 1: Address Line 2:	Albert B. Kimba 711 Louisiana S Suite 2300 Houston, TEXA	St.
NAME OF SUBMITTER:		Albert B. Kimball, Jr.
Signature:		/abk/
Date:		12/04/2008
Total Attachments: 6 source=LongmontTMAsmt#page1.tif source=LongmontTMAsmt#page2.tif source=LongmontTMAsmt#page3.tif source=LongmontTMAsmt#page4.tif source=LongmontTMAsmt#page5.tif		

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ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS is made and entered into as of October 30, 2008 by and among Butterball, LLC, a limited liability company organized and existing under the laws of the State of North Carolina ("Assignor") and Sigma Alimentos, S.A. de C.V., a sociedad anonima de capital variable, organized and existing under the laws of Mexico ("Assignee").

WITNESSETH:

WHEREAS, Assignor, Assignee and Sigma Foods, Inc., a corporation organized and existing under the laws of the State of Delaware have entered into that certain Asset Purchase Agreement, dated as of October 29, 2008 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey to Assignee all of the Trademarks of Seller which include or are otherwise comprised by the name "Longmont", including the Trademarks listed on <u>Schedule 1</u> attached hereto (collectively referred to as the "<u>Marks</u>").

NOW, THEREFORE, intending to be legally bound, and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Assignor hereby conveys, transfers and assigns to Assignee all of its rights, title and interest in and to the Marks, together with the goodwill of the business associated therewith and symbolized thereby, and together with all rights appurtenant thereto, including, but not limited to, all common law rights, if any, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation, or other violation thereof, and the right to sue therefor free and clear of all Liens other than Permitted Liens.
- 2. Further Assurances. Assignor and Assignee shall perform all acts reasonably requested to carry out the intent and purpose of this Assignment of Trademark Rights, including but not limited to the transfer to Assignee of Assignor's files and records relating to the Marks, the complete application and/or registration files and prosecution histories for the Marks, including the registration and recordal certificates (as applicable), as well as existing records reasonably sufficient to evidence the use, sales, marketing, advertising, and promotion of the Marks from the date Assignor acquired any of the Marks to the present, and also including executing documents or certificates and providing change of name documentation. Assignee acknowledges that Assignor shall have no obligation to maintain the Marks after the date hereof, and Assignor shall have no liability to Assignee in the event of any failure or termination of rights associated with any Marks after the date hereof, including without limitation any abandonment of an application or termination of a registration for failure to make any filings or pay any applicable fees after the date hereof.

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3. <u>Miscellaneous</u>. This Assignment of Trademark Rights (a) may be executed in multiple counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument, (b) shall be governed by and in accordance with the internal laws of the State of North Carolina, without regard to the principles of conflicts of law thereof, and (c) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Capitalized terms used herein without definition shall have the respective meanings assigned to them in the Purchase Agreement.

[Signatures Follow]

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ASSIGNOR:

Butterball, LLC

By:

Name:

Found U. Hacouts

Title:

Sigma Alimentos, S.A. de C.V.

By:

Name:

Title:

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment of Trademark Rights to be duly executed as of the date first written above.

	•
ASSIGNOR:	Butterball, LLC
	By: Name: Title:
ASSIGNEE:	Sigma Alimentos, S.A. de C.V. By: Name: Felipe Canalis

Title:

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment of Trademark Rights to be duly executed as of the date first written above.

Schedule 1

<u>Marks</u>

(Attached)

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Schedule 1 (Registered Longmont Marks)

Country	<u>Mark</u>	Serial No.	Filing Date	Reg. No.	Reg. Date
Costa Rica	LONGMONT	2000-2681	04/04/2000	123252	12/06/2000
Dominican Republic	LONGMONT	200002621	04/26/2000	113814	09/15/2000
El Salvador	LONGMONT	012001015472	06/25/2001	54/148	01/14/2002
Guatemala	LONGMONT	M-2904-2000	04/12/2000	108291	11/24/2000
Honduras	LONGMONT	5994/2000	04/17/2000	80719	02/20/2001
Mexico	LONGMONT	35741	12/29/1987	353553	10/04/1988
Panama	LONGMONT	107515	05/24/2000	107515 01	04/18/2001
Russian Federation	LONGMONT	95711248	10/06/1995	148894	12/30/1996
Taiwan	LONGMONT	80039797	09/02/1991	558297	05/01/1992
Trinidad & Tobago	LONGMONT	30599	04/05/2000	30599	09/27/2001
United States	LONGMONT	73/700,206	12/10/1987	1,514,742	11/29/1988
United States	G	73/700,209	12/10/1987	1,514,743	11/29/1988
	Longmont (L LONGMONT & Design)				

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REEL: 003897 FRAME: 0953

RECORDED: 12/04/2008